

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

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HOLIDAY PROVISIONS

FOR

MARBLE FINISHER

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN,
MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN
FRANCISCO, SAN JOAQUIN, SANTA CLARA, SANTA CRUZ, SAN
MATEO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE,
YOLO, AND YUBA COUNTIES

162-19-2

AGREEMENT

August 1, 2001 to July 31, 2004

MARBLE FINISHERS AND SHOPWORKERS

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Wage Chart

Signature Pages

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Chief's Office

individual accounts in the name of each such employee and applied to vacation pay for each such employee as hereinabove provided.

SECTION A6. WORKING CONDITIONS.

1. The Employer shall furnish sponges, power cords, hacksaw blades, heavy concrete tools, drills, respirators, safety glasses, and all power tools required on the job.

2. It is agreed that employees shall be provided with drinking water and sanitary cups on the job and also sanitary toilet facilities.

3. No employee shall be required to work against his or her wishes, any hours other than the work day and weekend as designated. No employee shall be discharged for such refusal.

4. No employee will be allowed to hire out or loan to his employer any personal equipment: skill saws, scaffold, mixers, power tools, drills, grinders, and any type of equipment normally used in the stone trade.

5. Marble Finishers are to supply all of their own hand tools that are required to fulfill their responsibility of their job.

6. The Contractor shall furnish a suitable, safe, and secure place for tools and clothing of the craftworkers on all building operations of one (1) or more weeks. All tools placed in a toolbox or tool shed supplied by the contractor shall be the responsibility of the contractor in case of loss on working days, over weekends and holidays, not to exceed three hundred (\$300.00) during nonworking hours.

7. Employees will receive final payment upon termination or layoff one-half (1/2) hour prior to such termination or layoff. Any standby or waiting time required by an employee to receive his check in his hand will be paid by the employer.

8. Any craftsman quitting on his own accord within seven (7) hours notice shall be paid at the next regular payday.

9. The employer shall abide by all state and federal OSHA regulations.

10. When driving an Employer's truck on a job related trip, employee shall be paid at straight time when traveling before and after regular working hours, any employee asked to report to Employer's shop or office for the purpose of either loading or unloading of job site materials, gang boxes, and/or stone before or after regular working hours shall be paid also at straight time.

11. A duly accredited representative of any party hereto shall have the right to confer with workmen during working hours.

12. All orders to employees (including discharge notices) shall be given by the foreman and the employer reserves the right to direct the foreman in any such manner.

13. No employee shall be required to furnish a truck or other vehicle to the employer, whether compensated therefore or not.

14. **ASSIGNMENT OF CLASSIFICATIONS.** New hires and new referrals who's skills are not readily verifiable shall, upon occasion of the first employment with any employer signatory to this agreement, be assigned a provisional clarification and wage rate based upon the skill level disclosed in their application, and subject to evaluation over the first thirty (30) days of employment with the employer. Any adjustment of the provisional rate shall be made within thirty (30) days of initial employment and shall be agreed upon by the employer and the employee. Failure of either party to seek adjustment during that time shall mean the provisional rate and clarification; disputes or disagreements after that time shall be subject to the procedures of appeal of classification. Any employee or applicant for employment who is dissatisfied with the classification so assigned to the employee or applicant may apply in writing for examination and review of that classification at its next JATC meeting. In order that the union may dispatch effectively, any classifications or reclassifications made without the knowledge and confirmation